

**IN THE UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF MISSOURI**

In re:

GLENMARTIN, INC.,

Debtor.

Case #09-22388
Chapter 11

Re: ALAN DICK & COMPANY, LTD.

MOTION FOR APPROVAL OF SETTLEMENT

COMES NOW GlenMartin, Inc., Debtor and Debtor-in-Possession, and moves the Court for approval of the Settlement Agreement entered into by and between Glen Martin Inc. (formerly Glen Martin Engineering, Inc.) (Debtor) and Alan Dick & Company, Ltd., for itself and as assignee of Alan Dick & Company Trinidad and Tobago, Ltd, and Alan Dick & Company, USA, Inc. (Alan Dick). In support of this Motion, Debtor states:

1. Debtor filed a Chapter 11 case in this Court on November 12, 2009.
2. Debtor had filed an action against Alan Dick in the United States District Court for the Western District of Missouri, denominated case number 08-04109-CV-C-NKL alleging damages related to a contract for sale and delivery of telecommunication towers to be erected in the country of Haiti as described in the complaint.
3. Alan Dick filed a Counterclaim against Debtor in said action alleging damages related to the contract for sale and delivery of telecommunication towers to be erected in the country of Haiti.
4. Without any admission by any party regarding the merits of Debtor's or Alan Dick's claims, the parties desired to avoid further costs and expenses of litigation by settling and resolving the disputes between them arising in or from the above-described action and as may be asserted in the within bankruptcy case or otherwise.

5. After negotiation, the parties agreed to release any and all claims which either may have against the other, subject to the approval of the Bankruptcy Court in this Chapter 11 case.

6. This Motion is brought pursuant to Federal Rule of Bankruptcy Procedure 9019(a). This Court has jurisdiction to hear and determine this Motion pursuant to 28 U.S.C. §§ 157(b)(1) and (b)(2)(A),(B),(C),(K) and (O).

7. As agreed by the parties:

“The terms of this Agreement are intended to be confidential to the parties, and no party or its attorneys shall publish, reproduce, transmit, or disclose specific information contained in this Agreement to any non-party....”

8. Without violating the terms of said Agreement for confidentiality, Debtor states that the parties agreed to resolve all disputes against each other and to dismiss the Complaint and Counterclaim, with prejudice, each party to bear its own costs and attorneys’ fees.

9. Copies of this Motion are being served upon all “Notice Parties” identified in the Court’s Order Limiting Extent of Notice Required for Administrative Matters.

WHEREFORE, GlenMartin, Inc., Debtor and Debtor-in-Possession, respectfully moves the Court to enter orders:

- (i) Granting this Motion and the relief requested herein.
- (ii) Finding that notice of this Motion and the settlement reached between the parties is sufficient compliance with Bankruptcy Rules 2002 and 9019 under the particular circumstances of this case;
- (iii) Finding that the settlement between the parties is in the best interests of the Debtor’s estate;
- (iv) Approving the settlement reached between the parties; and
- (v) Granting such other and further relief as the Court deems just and proper.

Respectfully submitted,

BERMAN DeLEVE KUCHAN & CHAPMAN, L.C.

By: /s/ Ronald S. Weiss

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**ATTORNEYS FOR DEBTOR
AND DEBTOR-IN-POSSESSION**

Certificate of Service

I hereby certify that copies of the foregoing Motion for Approval of Settlement are being served on December 17, 2009 upon all Notice Parties identified in the Court's Order Limiting Extent of Notice Required for Administrative Matters by telephonic mail under the Court's ECF System and/or by United States Mail, postage prepaid.

/s/ Ronald S. Weiss

Attorney for Debtor and Debtor-in-Possession